

☐ AMENDED

UNITED STATES BANKRUPTCY COURT  
WESTERN DISTRICT OF TENNESSEE

In re: **Charlotte Baum**

Case No.

Debtors:

Chapter 13

CHAPTER 13 PLAN

ADDRESS: (1) 6094 Alamo Gadsden Road (2) \_\_\_\_\_  
Gadsden, TN 38337

PLAN PAYMENT:

Debtor(1) shall pay \$ 1332.00 ☐ weekly, ☒ every two weeks, ☐ semi-monthly, or ☐ monthly, by:  
☐ PAYROLL DEDUCTION Delta Faucet Company Tenn OR ( ☒ ) DIRECT PAY  
From: \_\_\_\_\_  
Debtor(2) shall pay \$ \_\_\_\_\_ ☐ weekly, ☐ every two weeks, ☐ semi-monthly, or ☐ monthly, by:  
☐ PAYROLL DEDUCTION OR ( ) DIRECT PAY  
From: \_\_\_\_\_

1. THIS PLAN [Rule 3015.1 Notice]:

(A) CONTAINS A NON-STANDARD PROVISION. [See plan provision #19] ☐ YES ☒ NO  
(B) LIMITS THE AMOUNT OF A SECURED CLAIM BASED ON A VALUATION ☐ YES ☒ NO  
OF THE COLLATERAL FOR THE CLAIM. [See plan provisions #7 and #8]  
(C) AVOIDS A SECURITY INTEREST OR LIEN. [See plan provision #12]. ☐ YES ☒ NO

2. ADMINISTRATIVE EXPENSES: Pay filing fee and Debtor(s)' attorney fee pursuant to Confirmation Order.

3. AUTO INSURANCE: ☐ Included in Plan; OR ☒ Not included in Plan; Debtor(s) to provide proof of insurance at \$341 meeting.

4. DOMESTIC SUPPORT:

Monthly Plan Payment: \_\_\_\_\_

None Paid by: ☐ Debtor(s) directly ☐ Wage Assignment, OR ☐ Trustee to:  
ongoing payment begins \_\_\_\_\_ \$ \_\_\_\_\_  
Approximate arrearage: \_\_\_\_\_

5. PRIORITY CLAIMS:

-NONE- Amount \_\_\_\_\_ \$ \_\_\_\_\_

6. HOME MORTGAGE CLAIMS: ☐ Paid directly by Debtor(s); OR ☒ Paid by Trustee to:

LoanCare ongoing payment begins November 2017 \$955.39  
Approximate arrearage: 5,100.00 Interest 0.00 \$85.00

7. SECURED CLAIMS:

[Retain lien 11 U.S.C. §1325 (a)(5)]	Value of Collateral:	Rate of Interest	Monthly Plan Payment:
<u>Republic Finance</u>	<u>3,583.00</u>	<u>7.00</u>	<u>\$72.00</u>
<u>World Acceptance</u>	<u>2,013.00</u>	<u>7.00</u>	<u>\$40.00</u>

8. SECURED AUTOMOBILE CLAIMS FOR DEBT INCURRED WITHIN 910 DAYS OF FILING, AND OTHER SECURED CLAIMS FOR DEBT INCURRED WITHIN ONE YEAR OF FILING:

[Retain lien 11 U.S.C. §1325 (a)]	Value of Collateral:	Rate of Interest	Monthly Plan Payment:
<u>American Honda Finance Corp</u>	<u>1,14.61</u>	<u>7.00</u>	<u>29.00</u>
<u>adequate protection payment of \$7.25/mo</u>			

[Retain lien 11 U.S.C. §1325 (a)]

**American Honda Finance Corp**  
adequate protection payment of \$19.00/mo  
**Nissan Motor Acceptance Corporation**  
adequate protection payment of  
\$163.25/mo

Value of Collateral:

**3,837.34**

Rate of Interest

**7.00**

Monthly Plan Payment:

**76.00****32,963.60****7.00****\$653.00**

**9. SECURED CLAIMS FOR WHICH COLLATERAL WILL BE SURRENDERED; STAY IS TERMINATED UPON CONFIRMATION FOR THE LIMITED PURPOSE OF GAINING POSSESSION AND COMMERCIALY REASONABLE DISPOSAL OF COLLATERAL:**

**-NONE-**

Collateral: \_\_\_\_\_

**10. SPECIAL CLASS UNSECURED CLAIMS:**

**Ashley Furniture Homestore-protect**  
**cosigner**

Amount:

**7,700.00**

Rate of Interest

**0.00**

Monthly Plan Payment:

**\$129.00**

**OneMain-protect cosigner**

**11,882.62****0.00****\$200.00**

**11. STUDENT LOAN CLAIMS AND OTHER LONG TERM CLAIMS:**

**DiTech****Arrears \$1230.00 0.00%**

\$244.65/mo

**Nationstar Mortgage****Arrears \$800.00 0.00%**

\$21.00/mo

\$101.06/mo

\$14.00/mo

**12. THE JUDICIAL LIENS OR NON-POSSESSORY, NON-PURCHASE MONEY SECURITY INTEREST(S) HELD BY THE FOLLOWING CREDITORS ARE AVOIDED TO THE EXTENT ALLOWABLE PURSUANT TO 11 U.S.C. §522(f):**

**-NONE-**

**13. ABSENT A SPECIFIC COURT ORDER OTHERWISE, ALL TIMELY FILED CLAIMS, OTHER THAN THOSE SPECIFICALLY PROVIDED FOR ABOVE, SHALL BE PAID AS GENERAL UNSECURED CLAIMS.**

**14. ESTIMATED TOTAL GENERAL UNSECURED CLAIMS: \$30,027.00**

**15. THE PERCENTAGE TO BE PAID WITH RESPECT TO NON-PRIORITY, GENERAL UNSECURED CLAIMS IS:**



%, OR,



THE TRUSTEE SHALL DETERMINE THE PERCENTAGE TO BE PAID AFTER THE PASSING OF THE FINAL BAR DATE.

**16. THIS PLAN ASSUMES OR REJECTS EXECUTORY CONTRACTS:**

**None**

Assumes

**OR**

Rejects.

**17. COMPLETION:** Plan shall be completed upon payment of the above, approximately **60** months.

**18. FAILURE TO TIMELY FILE A WRITTEN OBJECTION TO CONFIRMATION SHALL BE DEEMED ACCEPTANCE OF PLAN.**

**19. NON-STANDARD PROVISION(S):**

**None**

ANY NON-STANDARD PROVISION STATED ELSEWHERE IS VOID.

**20. CERTIFICATION: THIS PLAN CONTAINS NO NON-STANDARD PROVISIONS EXCEPT THOSE STATED IN PROVISION 19.**

**/s/ Alissa York Gay****Alissa York Gay****Debtor(s)' Attorney Signature or Pro Se Debtor(s)' Signature(s)****Date July 20, 2017****RH**